vss

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.252 OF 2006
IN
SUIT NO.357 OF 1982

Syndicate Bank ... Plaintiff

V/s.

H.S. Bhatty & Ors. ... Defendants

Mr.G.Mehta for Plaintiff
Mr.R.C. Shah for Defendant Nos.1 and 2

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **JULY 21, 2006**

P.C.:

. The Defendant No.2 has taken out the present Chamber Summons for amendment to the written statement. According to him, the plaintiff has not provided any details of the goods pledged and/or hypothecated by the principal borrower with the plaintiff. No particulars and details regarding the whereabouts of the goods have been indicated in the plaint, according to Defendant No.2.

2. The Defendant had also averred that he is discharged as per sections 139, 140 and 141 of the Indian Contract Act as the plaintiff deprived itself and defendant No.2 of the security created by the Principal borrower to the prejudice of Defendant No.2.

3. The Defendant contends that the factual

averments in respect of the legal submissions have already been made and, therefore, there would be no hurdle in allowing the Chamber Summons.

4. In my view, this Chamber Summons need not be allowed. There is no explanation as to why the Chamber Summons has been taken out after a period of 10 years when the written statement was filed. Furthermore, if according to the Defendant No.2, these are only legal submissions and the factual averments have already been made, such amendments are not required to be made. The Defendant would always be able to point out his legal submissions in respect of the factual averments already made.

5. In view of this, Chamber Summons is dismissed.